

Panaji, 11th September, 2008 (Bhadra 20, 1930)

SERIES II No. 24



OFFICIAL GAZETTE

GOVERNMENT OF GOA

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 23 dated 5-9-2008, namely, Extraordinary dated 10-9-2008 from pages 671 to 672 regarding Notice of Election and Public Notice from Department of Panchayati Raj and Community Development (Directorate of Panchayats).

GOVERNMENT OF GOA

Department of Finance

Revenue & Control Division

Directorate of Accounts

Order

No. DA/Admn/45-1/2008-09/51/TR-1524

On the recommendations of Departmental Promotion Committee as conveyed by Goa Public Service Commission vide their letter No. COM/II/11/1(1)/2001-05/Vol.II/222 dated 14-08-2008, Government is pleased to promote the following Dy. Director of Accounts under Common Accounts Cadre to the post of Joint Director of Accounts (Group 'B' Gazetted) in the pay scale of Rs. 10,000-325-15,200 on officiating basis from the date of taking over the charge of the post.

Sr. No.	Name of the Officer	Posted on promotion
1	Shri S. D. S. Gaitonde	Goa Meat Complex, Panaji (on deputation) thereby relieving Shri Pradeep Narvekar, Joint Director of Accounts of the additional charge.

The promoted officer shall be on probation for a period of 2 years in the first instance. He should exercise an option for fixation of pay in terms of F.R.22(I)(a)(1) within one month from the date of promotion.

The deployment of Shri S. D. S. Gaitonde, Joint Director of Accounts in Goa Meat Complex, Panaji will be on deputation basis initially for a period of one year and shall be regulated as per the standard terms of

deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 as amended from time to time.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rule.

The Goa Meat Complex, Panaji shall be liable to pay to the Government leave salary and pension contribution in respect of Shri S. D. S. Gaitonde, Joint Director of Accounts at the prescribed rates.

On joining his new assignment, the above Officer shall send his CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Rajan V. S. Kunkolienkar, Joint Secretary.

Panaji, 22nd August, 2008.

Department of Information Technology

Order

1(103)/2008/DOIT/Appointment of
Manager (Technical)/983

Read: Memorandum No. 1(103)/2008/DOIT/Appointment of Manager (Technical)/715 dated 18-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(2)/07/191 dated 3rd July, 2008, Government is pleased to appoint Shri Pawar Harshad Vishnu on temporary basis to the post of Manager (Technical) under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 8,000-275-13,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Pawar Harshad Vishnu shall be on probation for a period of two years from the date he assumes charge of the post of Manager (Technical), Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(103)/2008/DOIT/Appointment of
Manager (Technical)/984

Read: Memorandum No. 1(103)/2008/DOIT/Appointment of Manager (Technical)/714 dated 18-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(2)/07/191 dated 3rd July, 2008, Government is pleased to appoint Shri Vasta Nijanand Vishnu on temporary basis to the post of Manager (Technical) under the OBC Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 8,000-275-13,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Vasta Nijanand Vishnu shall be on probation for a period of two years from the date he assumes charge of the post of Manager (Technical), Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(104)/2008/DOIT/Appointment of Network/
Database/System Administrator/986

Read: Memorandum No. 1(104)/2008/DOIT/Appointment of Network/Database/System Administrator/713 dated 18-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(3)/07/190 dated 2nd July, 2008, Government is pleased to appoint Shri Kantak Akash Shantanand on temporary basis to the post of Database Administrator (Group 'A') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 8,000-275-13,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Kantak Akash Shantanand shall be on probation for a period of two years from the date he assumes charge of the post of Database Administrator, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/987

Read: Memorandum No. 1(91)/2008/DOIT/Appointment of Software Engineer/615 dated 8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Shri Sawal Gaurabh Gajanan on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Sawal Gaurabh Gajanan shall be on probation for a period of two years from the date he assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/988

Read: Memorandum No. 1(91)/2008/DOIT/Appointment of Software Engineer/616 dated 8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is

pleased to appoint Kum. Thomas Tessy on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of her joining to the post.

Kum. Thomas Tessy shall be on probation for a period of two years from the date she assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/989

Read: Memorandum No. 1(91)/2008/DOIT/Appointment of Software Engineer/617 dated 8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Shri Pednekar Rajesh Ramdas on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Pednekar Rajesh Ramdas shall be on probation for a period of two years from the date he assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/990

Read: Memorandum No. 1(91)/2008/DOIT/Appointment of Software Engineer/618 dated 8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Shri Naik Parulekar Hirendra Subraia on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Naik Parulekar Hirendra Subraia shall be on probation for a period of two years from the date he assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/991

Read: Memorandum No. 1(91)/2008/DOIT/Appointment of Software Engineer/619 dated 8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Kum. D'Costa Fiona on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of her joining to the post.

Kum. D'Costa Fiona shall be on probation for a period of two years from the date she assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/992

Read: Memorandum No. 1(91)/2008/DOIT/Appoint-
ment of Software Engineer/620 dated
8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Shri Gurav Sagar Gopal on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Gurav Sagar Gopal shall be on probation for a period of two years from the date he assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/993

Read: Memorandum No. 1(91)/2008/DOIT/Appoint-
ment of Software Engineer/621 dated
8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Kum. Desai Priatama Pradeep on temporary basis to the post of Software Engineer (Group 'B') under the General Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of her joining to the post.

Kum. Desai Priatama Pradeep shall be on probation for a period of two years from the date she assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/994

Read: Memorandum No. 1(91)/2008/DOIT/Appoint-
ment of Software Engineer/622 dated
8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Kum. Shiroadkar Prashila R. on temporary basis to the post of Software Engineer (Group 'B') under the OBC Category in the Department of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of her joining to the post.

Kum. Shiroadkar Prashila R. shall be on probation for a period of two years from the date she assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Order

1(91)/2008/DOIT/Appointment of
Software Engineer/995

Read: Memorandum No. 1(91)/2008/DOIT/Appoint-
ment of Software Engineer/623 dated
8-07-2008.

On the recommendations of Goa Public Service Commission as conveyed vide their letter No. COM/I/5/26(4)/07/170 dated 13th June, 2008, Government is pleased to appoint Shri Gaonkar Pradeep Bhiva on temporary basis to the post of Software Engineer (Group 'B') under the S. T. Category in the Department

of Information Technology, Porvorim in the pay scale of Rs. 6,500-200-10,500 as per the terms and conditions contained in the Memorandum cited above and with effect from the date of his joining to the post.

Shri Gaonkar Pradeep Bhiva shall be on probation for a period of two years from the date he assumes charge of the post of Software Engineer, Department of Information Technology.

The appointment is subject to production of verification of character and antecedents from Collector and District Magistrate, North Goa and Medical Fitness Certificate from Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

S. R. Shet, Director (IT) & ex officio Joint Secretary (IT).

Porvorim, 28th August, 2008.

Department of Labour

Office of the Commissioner, Labour and Employment

Order

No. CLE/(RIA-05)/2008/4149

Read Order No.: CLE/(RIA-05)/2005/8157 dated 01-09-2006.

CLE/(RIA-05)/2005/804 dated 30-01-2007.

CLE/(RIA-05)/2008/1510 dated 26-03-2008.

In partial modification of the above orders, the following Officers are hereby appointed as Assistant Public Information Officer for area of their jurisdiction shown against the names to deal with the applications received from the public under the Right to Information Act, 2005.

Name of the Officer & designation	Assistant Public Information Officer	Area of operation
1	2	3
1. Shri Satish Vaghonkar, Asstt. Labour Commissioner, Mapusa-Goa	Assistant Public Information Officer	Bardez, Bicholim, Satari and Pernem Talukas.
2. Shri Prasad Pednekar, Asstt. Labour Commissioner, Vasco-da-Gama, Goa	Assistant Public Information Officer	Vasco/Mormugao Talukas.

V. B. N. Raikar, Commissioner, Labour and Employment.

Paraji, 6th August, 2008.

Notification

No. 28/01/2008-LAB/829

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 18-06-2008 in reference No. IT/82/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th July, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/82/02

Smt. Meena Rodrigues,
H. No. 48/1, 1st ward,
Colva, Goa.

... Workman/Party I

V/s

M/s. Majorda Beach Resort,
Majorda, Goa.

... Employer/Party II

Party I/Workman is represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. M. S. Bandoikar.

A WARD

(Passed on this 18th day of June, 2008)

In exercise of powers conferred on Clause (d) of sub-section (1) of Section 10 of the said Act, 1947, under order dated 4-12-2002, the Government of Goa has referred to this Industrial Tribunal following dispute for adjudication:

"(1) Whether the action of the management of M/s. Majorda Beach Resort, Majorda in terminating the services of Smt. Meena Rodrigues, Telephone Operator, with effect from 2-5-2002, is legal and justified ?

(2) If not, what relief the workperson is entitled to ?"

2. On receipt of the reference IT/82/02 was registered. Notices were issued to the parties. The Party I has filed her claim statement at Exb. 5. The Party I has stated that she was employed with the Party II as a telephone operator since 1985. On 17-11-1999 she was issued a show cause notice for unauthorized absence from 6-11-1999. The Party I replied to the show cause notice wherein she denied that she had remained absent unauthorisedly. She claimed that she was on maternity leave from 12-7-1999 and on expiry of the said leave she had applied for further extension for one month i.e. till 5-11-1999. She reported to work on 6-11-99, however she

was not allowed to resume duties. The Party I has stated that despite her explanation she was suspended vide order dated 3-12-99. Subsequently she was issued charge sheet dated 20-9-00 alleging that she had unauthorisedly remained absent from duty from 6-11-99 onwards. The Party I filed reply however, the same was not considered and the enquiry was held. The Inquiry Officer submitted his report wherein she was held guilty of the charges levelled.

3. The Party II accepted the report and terminated her services vide letter dated 2-5-02. The Party I has stated that the Inquiry Officer has not followed the principles of natural justice and that she was not given proper opportunity to defend the charges levelled against her. She has further stated that the Inquiry Officer had committed illegalities. The Party I has stated that the findings of the Inquiry Officer are erroneous and the action of the Party II in terminating her services is illegal and unjustified. The Party I therefore sought reinstatement with full back wages and continuity in service.

4. The Party II has filed its written statement at Exb. 6. The Party II denied that the Party I is a workman within the meaning of Section 2(s). The Party II has stated that the Party I was working as Junior Supervisor, Telephone. The Party II has stated that the Party I had proceeded on maternity leave from 12-7-99 onwards and after expiry of the said leave she had submitted a sickness certificate and extended leave till 5-11-99. The Party I was required to report for work on 6-11-99, however she neither reported for work nor applied for extension of leave and remained unauthorisedly absent and the same affected smooth functioning of the establishment. Hence a chargesheet was issued to the Party I and an enquiry was conducted by an independent Inquiry Officer. The Inquiry Officer had followed the principles of natural justice and given every opportunity to the Party I to defend herself. The Inquiry Officer held the Party I guilty of the charges levelled against her. The Party II concurred with these findings and terminated the services of the Party I w.e.f. 2-5-2002. The Party II has denied that the enquiry was unfair and that the termination is illegal. The Party II has stated that the Party II is not entitled to any reliefs.

5. Based on the aforesaid pleadings issues were framed which are at Exb. 8:

- 1 Whether the Party I proves that the domestic enquiry held against her is not fair and proper ?
- 2 Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence ?
- 3 Whether the Party I proves that the action of the Party II in terminating her services from 2-5-2002 is illegal and unjustified ?
- 4 Whether the Party II proves that the Party I is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 ?
- 5 Whether the Party I is entitled to any relief ?
- 6 What Award ?

6. The matter was posted for evidence on 20-5-08, on which date both parties/representatives remained present before the Tribunal and stated that the matter has been amicably settled. The parties have filed consent terms at Exb. 14. The said consent terms are signed by both the parties and are agreeable to the parties. In my opinion the terms are in the interest of the workman and hence I pass the consent award in terms of the settlement dated 20-5-2008 at Exb. 14.

ORDER

- 1 It is agreed between the parties that the management of M/s. Majorda Beach Resort having its establishment at Majorda, Goa shall pay a total sum of Rs. 3,00,000/- (Rupees Three lakhs only) to Ms. Meena Rodrigues vide cheque No. 127997, cheque No. 127998, cheque No. 127999, cheque No. 128000, cheque No. 128001 all five cheques of Rs. 50,000/- each and a cheque No. 128002 of Rs. 25,000/- and a cheque No. 128041 dated 26-4-2008 for Rs. 25,000/- drawn on State Bank of India, Margao Branch, dated 23-4-2008 which shall include all the claims of Ms. Meena Rodrigues arising out of the present dispute and her employment/termination, including any claims of earned wages, bonus, gratuity, leave encashment, ex-gratia etc., or any other claim which can be computed in terms of money.
- 2 It is agreed that Ms. Meena Rodrigues shall accept the said amount as mentioned in the Clause (1) in full and final settlement of all the claims arising out of present reference and arising out of the employment/termination of services of Ms. Meena Rodrigues, including any claim of earned wages, bonus, gratuity, leave encashment, ex-gratia, etc. or any other claim which can be computed in terms of money in complete satisfaction of all the claims including the claim made in the present reference and further confirm that she shall have no claim of whatsoever nature against the company including any claim of reinstatement and/or re-employment.

No order as to costs.

Inform the Government accordingly.

S/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/01/2008-LAB/878

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 10-07-2008 in reference

No. IT/42/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 22nd July, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/42/03

Workman rep. by
Gomantak Mazdoor Sangh,
Shetye Sankul,
3rd Floor, Tisk,
Ponda, Goa.

... Workmen/Party I

V/s

M/s. Shiroda Urban Co-operative
Credit Society Ltd.,
Shiroda, Goa.

... Employer/Party II

Party I/Workmen are represented by P. Gaonkar.

Party II/Employer is represented by Adv.P. Chawdikar.

A WARD

(Passed on this 10th day of July, 2008)

In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the said Act, 1947, under order dated 3-7-2003, the Government of Goa has referred to this Industrial Tribunal following dispute for adjudication:

"(1) Whether the action of the management of Shiroda Urban Co-operative Society Ltd., Shiroda, Goa, in terminating the services of their employee, Shri Sonu Gaunekar, L.D.C., with effect from 30-8-2002 is legal and justified ?

(2) If not, to what relief the workman is entitled ?"

2. On receipt of the reference IT/42/03 was registered. Notices were issued to both the parties. The Party I has filed his claim statement at Exb. 3. The Party I has stated that the Party I was appointed as LDC vide appointment letter dated 2-12-2000. The Party I stated that he was in continuous service. The Party II had not confirmed his services though he worked sincerely and hence he had made representation dated 3-5-2002 for confirmation of his service. The Party I has stated that since the Party II had not responded to his representation, he had raised an industrial dispute through the union vide letter dated 12-8-2002 before the Asstt. Labour Commissioner, Ponda. The Asstt. Labour Commissioner has issued notices to both parties to attend the conciliation proceedings on 27-8-2002. Pursuant to which the Party II started harassing the

members of the union. The Party I has further stated that the Party II threatened to terminate his services in case he did not resign from the union. Subsequently, the Party II terminated his services vide letter dated 29-8-2002. The Party I has stated that his termination is in violation of Sec. 33(2)(b) of the Industrial Disputes Act and by way of victimizing him for trade union activities. The Party I has further sought reinstatement and continuity in service.

3. The Party II filed its written statement at Exb. 5. The Party II claimed that the union had no locus standi to represent the workmen. The Party II further submitted that it is not an industry within the meaning of Sec. 2(j) and that the Party I is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act. The Party II further claimed that the dispute referred is not an industrial dispute within the meaning of Sec. 2(p) of the Act. The Party II denied that the services of the Party I were terminated for joining the union. The Party II has stated that the Party I was employed as trainee and his performance was reviewed periodically. The Party II has submitted that the performance of the Party I was not satisfactory and that he did not make any improvement despite opportunities given. Hence it had no other option but to terminate the services of the Party I.

4. Based on the aforesaid pleadings following issues were framed:

- 1 Whether the Party I proves that the termination of his services by the Party II is in violation of the provisions of Sec. 33(2)(b) of the Industrial Disputes Act, 1947 ?
- 2 Whether the Party I proves that the termination of his service by the Party II is by way of victimization for his trade union activities ?
- 3 Whether the Party I proves that the union namely, Gomantak Mazdoor Sangh has the locus standi to represent him in the reference ?
- 4 Whether the Party II proves that it is not an industry within the meaning of Sec. 2(j) of the Industrial Disputes Act, 1947 ?
- 5 Whether the Party II proves that the Party I is not a "workman" as defined under Sec. 2(s) of the Industrial Disputes Act, 1947 ?
- 6 Whether the Party II proves that the dispute referred is not an industrial dispute as contemplated under Sec. 2(k) of the Industrial Dispute Act, 1947 ?
- 7 Whether the Party I is entitled to any relief ?
- 8 What Award ?

5. The matter was posted for evidence. However on 1-7-2008, both parties remained present before this court and filed consent terms at Exb. 15. These terms are signed by both the parties/representatives and the

terms are acceptable to them. I am satisfied that these terms are in the interest of the workman and as such I pass the consent award as per the terms at Exb. 15.

ORDER

- 1 That in the present matter it is agreed between the parties to settle the dispute for lump sum payment of Rs. 25,000/- (Rupees Twenty five thousand only) in full and final settlement of all his dues. Party No. 1 is having no claim of whatsoever nature against the Party II/employer including reinstatement.
- 2 The Party II has deposited the cheque of Rs. 25,000/- (Rupees Twenty five thousand only) drawn in favour of Shri Sonu Gaunekar dated 01-7-2008 drawn on ICICI Bank Ltd., Ponda Branch bearing No. 260785.

No order as to costs.

Inform the Government accordingly.

S/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/01/2008-LAB/878

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 02-07-2008 in reference No. IT/5/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 22nd July, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/5/04

Shri Suresh B. Kalal,
Rep. by Goa Trade and Commercial
Workers Union, Velho Bldg.,
2nd Floor, Opp. Municipal Garden,
Panaji. ... Workman/Party I

V/s

M/s. Salgaonkar Industrial
Gases P. Ltd.,
Vasco-da-Gama. ... Employer/Party II
Party I/Workman is represented by Adv. Suhas Naik.
Party II/Employer is represented by Adv. M. S. Bhandolkar.

A WARD

(Passed on this 2nd day of July, 2008)

In exercise of powers conferred on Clause (d) of sub-section (1) of Section 10 of the said Act, 1947, under order dated 30-12-2003, the Government of Goa has referred to this Industrial Tribunal following dispute for adjudication:

"(1) Whether the action of the management of M/s. Salgaonkar Industrial Gases Pvt. Ltd., Vasco-da-Gama, Goa, in terminating the services of their workman, Shri Suresh B. Kalal, Peon with effect from 31-7-2002, is legal and justified?

(2) If not, what relief the workman is entitled to?"

2. On receipt of the reference IT/5/04 was registered. Notices were issued to the parties. The Party I has filed his claim statement at Exb. 4. The Party I has stated that he was working for the Party II as a Peon since 1-6-1981. The Party I has stated that as a Peon at Hubli Depot he was performing the duties of loading, unloading of gas cylinders, writing the delivery challan and other miscellaneous office work. The Party I further stated that on 31-3-97 an agreement was entered between Salgaocar Industrial Gases Pvt. Ltd., and Karnataka Industrial Gases whereby it was agreed that Karnataka Industrial Gases would refill the empty cylinders of Salgaocar Industrial Gases Pvt. Ltd., and supply the same to Salgaocar Industrial Gases Pvt. Ltd., with the trade mark of Salgaocar Industrial Gases Pvt. Ltd., to supply the same to the customers in Karnataka. The Party I continued to do these duties till 31-7-2002 on which day the services of Party I were terminated. The Party I has stated that he was sent Demand Draft towards alleged settlement dues. The Party I claims that the said settlement was not correct and legal. The Party I stated that the settlement was accepted under protest, reserving his rights to challenge the same. The Party I has stated that termination is illegal and unjustified and bad in law. The Party I has therefore sought reinstatement with full back wages and continuity in service.

3. The Party II filed their claim statement at Exb. 5. The Party II claimed that it had closed down its establishment with effect from 31-3-1997. They dispensed with the services of all workmen by following the relevant provisions of Industrial Disputes Act, 1947 by paying legal dues to all the employees including the Party I. The Party II stated that the working of the Party I could not be closed immediately as the company had to collect the empty cylinders supplied to various parties as well as recovery of outstanding out from those parties payable to the company. The Party II has stated that since the Party II has paid all the dues, the Party I is not entitled to any relief.

4. The following issues were framed:

- 1 Whether the Party I proves that the Goa Trade and Commercial Workers Union has the locus standi to espouse the dispute on his behalf?

- 2 Whether the Party I proves that the termination of his service by the Party II is in violation of the provisions of Sec. 25-F of the I.D. Act, 1947 ?
- 3 Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 31-7-2002 is illegal and unjustified ?
- 4 Whether the Party II proves that this Tribunal has no jurisdiction to entertain and try the dispute because the Government of Goa is not the appropriate Government to make the reference of the dispute in the present case ?
- 5 Whether the Party II proves that its establishment at Cortalim, Goa is permanently closed from 31-3-97 and the depot at Hubli is permanently closed from 31-3-2002 ?
- 6 Whether the Party I is entitled to any relief ?
- 7 What Award ?

5. The matter was posted for evidence. On 30-4-2008 both parties appeared before the Tribunal and submitted that the matter has been amicably settled. The parties have placed on record the consent terms at Exb. 13 and have prayed for drawing consent award. I have perused the terms at Exb. 13 which are duly signed by the parties and which are accepted to them. These terms are in the interest of the workman and hence I pass the consent award as per the consent terms at Exb. 13.

ORDER

- 1 It is agreed between the parties that the management of M/s. Salgaoncar Industrial Gases Pvt. Ltd., having its establishment at Vasco-da-Gama, Goa, shall pay a sum of Rs. 50,000/- (Rupees Fifty thousand only) to Shri Suresh Kalal by cheque No. 117210 dated 11-4-2008 drawn on Bank of India, Vasco-da-Gama Branch, which shall include all the claims of Mr. Suresh Kalal arising out of the present dispute and his employment/termination, including any claims of earned wages, bonus, gratuity, leave encashment, ex-gratia etc., or any other claim which can be computed in terms of money.
- 2 It is agreed that Shri Suresh Kalal shall accept the said amount mentioned in the Clause (1) in full and final settlement of all the claims arising out of present reference and arising out of his employment/termination of Mr. Suresh Kalal, including any claim of earned wages, bonus, gratuity, leave encashment, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all the claims including the claim made in the present reference and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement and/or re-employment.

No order as to costs.

Inform the Government accordingly.

S/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/01/2008-LAB/878

The following Award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 09-07-2008 in reference No. IT/6/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 22nd July, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/6/08

Shri Pascoal Soares,
H. No. 189/A, Agarwaddo,
Calangute, Bardez, Goa. ... Workman/Party I

V/s

Village Panchayat Calangute,
Calangute, Bardez, Goa. ... Employer/Party II

Party I/Workman present in person.

Party II/Employer is represented by Adv.P. A. Kamat.

A AWARD

(Passed on this 9th day of July, 2008)

By order dated 25-02-2008, the Government of Goa has referred the following dispute for adjudication:

"(1) Whether the action of the Village Panchayat of Calangute, Calangute, Bardez, Goa, in terminating the services of Shri Pascoal Soares, Head Demolition Squad, with effect from 27-07-2007 is legal and justified ?

(2) If not, to what relief the workman is entitled ?"

2. Pursuant to this reference IT/6/08 was registered. Notices were issued to both parties. On 13-6-2008 both parties appeared before this Tribunal. The Party I has stated that he has been reinstated in service by the Party II since May, 2008 and that he has no claim against the Party II. The Party II has also filed an application at

Exb. 6 stating that the Party I has already been reinstated and that he has no other claim against the Party II. This being the case the dispute does not survive. Hence I pass the following order.

ORDER

In view of the settlement between the parties, the reference does not survive.

No order as to costs.

Inform the Government accordingly.

S/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2008-LAB/977

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 11-07-2008 in reference No. IT/9/2000 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 8th August, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/9/2000

Workmen rep. by
The President,
Goa Trade and Commercial
Workers Union,
Valpoi Bldg., 2nd Floor,
Panaji, Goa.

... Workmen/Party I

V/s

M/s. Dattaguru Furnitures,
Valpoi, Satari, Goa.

... Employer/Party II

Party I/Workmen are represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. A. V. Nigalye.

A WARD (Part-I)

(Passed on this 11th day of July, 2008)

In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the said Act, 1947, by order dated 29-12-1999, the Government of Goa has referred to this Industrial Tribunal the following dispute for adjudication:

"(1) Whether the action of the employer, M/s. Dattaguru Furnitures, Valpoi, Satari, Goa, in refusing employment to S/Shri Pandurang J. Patil and Shri Gopal B. Malsekar, Gopal S. Mauskar and Narayan G. Malsekar, workmen, with effect from 19-11-1997 is legal and justified ?

(2) If not, to what relief the workmen are entitled ?"

2. On receipt of the reference IT/9/2000 was registered. Notices were issued to both parties. The Party I has filed claim statement at Exb. 3. The Party I has stated that the workmen, Shri Pandurang J. Patil and Shri Gopal B. Malsekar, Gopal S. Mauskar and Narayan G. Malsekar were employed with the Party II which is a partnership firm engaged in the business of furniture. The workmen, Shri Pandurang J. Patil and Shri Narayan G. Malsekar were in employment of the Party II since 1978, Shri Gopal B. Malsekar was in employment of the Party II since 1983 and Gopal S. Mauskar was in employment of the Party II since 1987. The Party I has stated that on 19-11-1997 the Party II refused employment to the said workmen without any justifiable reasons. The said workmen joined Goa Trade and Commercial Workers Union on 24-11-1997 and vide letter dated 25-11-1997 the union called upon the Party II to reinstate these workmen. Copy of the said letter was also addressed to the Asstt. Labour Commissioner with a request to intervene in the matter. The conciliation proceedings initiated by the Asstt. Labour Commissioner ended in failure, hence the reference. The Party I has stated that the action of the Party II in refusing employment to the said workmen is illegal and unjustified. The Party I has sought reinstatement of service of these workmen with full back wages and continuity in service.

3. The Party II filed its written statement at Exb. 7. The Party II has stated that the union has no locus standi to represent the workers. The Party II has stated that the workers were employed as daily wage workers and they had stopped reporting for work without any reasons. The Party II has stated that since these workers had abandoned the work they are not entitled to any relief.

4. Following issues were framed:

1. Whether the Party I/Union proves that it has locus standi to file statement of claim on behalf of the workman ?
2. Whether the Party I/Union proves that the Party II refused employment to the workmen w.e.f. 19-11-1997 ?
3. Whether the Party I/Union proves that the Party II did not comply with the provisions of Sec. 25F of the I. D. Act, 1947 at the time of refusal of employment to the workmen ?
4. Whether the Party I/Union proves that refusal of employment by the Party II to the workmen w.e.f. 19-11-1997 is illegal and unjustified ?

- 5 Whether the Party II proves that the reference is not maintainable for the reasons stated in para 1 of the written statement ?
- 6 Whether the Party II proves that the workmen abandoned their services w.e.f. 19-11-1997 ?
- 7 Whether the workmen are entitled to any relief ?
- 8 What Award ?

5. The matter was posted for evidence. However, both parties appeared before this Tribunal and stated that they have amicably settled the matter. The parties have placed on record the consent terms at Exb. 23 which are duly signed by the workmen, namely, Shri Pandurang J. Patil, Shri Gopal B. Malsekar, Shri Gopal S. Mauskar. These workmen have stated that the terms are acceptable to them. I have perused the terms at Exb. 23 and in my opinion the terms are in the interest of the workmen and hence I pass the consent Party-I award as per the settlement at Exb. 23.

ORDER

- 1 It is agreed by and between the parties that the Party II, M/s. Dattaguru Furnitures shall pay to the following workmen the amounts mentioned against their names in full and final settlement of their claims against the Party II, M/s. Dattaguru Industry.

Names		Amount
1	Shri Pandurang J. Patil	Rs. 12,500.00.
2	Shri Gopal B. Malsekar	Rs. 15,000.00.
3	Shri Gopal S. Mauskar	Rs. 4,000.00.

- 2 The above mentioned amount will be paid by the Party II to the concerned workmen within two weeks from the date of these consent terms.
- 3 The Party I agree that their dispute with the Party II is conclusively settled in view of these consent terms and they have no claim or demand of whatsoever nature against the Party II.

No order as to costs.

Inform the Government accordingly.

sg/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2008-LAB/977

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 11-07-2008 in reference

No. IT/8/2000 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 8th August, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/8/2000

Workmen rep. by
The President,
Goa Trade and Commercial
Workers Union,
Valpoi Bldg., 2nd Floor
Panaji, Goa.

... Workmen/Party I

V/s

M/s. Dattaguru Furnitures,
Valpoi, Satari, Goa.

... Employer/Party II

Party I/Workmen are represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. A. V. Nigalye.

A WARD

(Passed on this 11th day of July, 2008)

In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the said Act, 1947, by order dated 29-12-1999, the Government of Goa has referred to this Industrial Tribunal the following dispute for adjudication:

"(1) Whether the action of the employer, M/s. Dattaguru Furnitures, Valpoi, Satari, Goa, in refusing employment to Smt. Subhadra P. Patil and Shri Ramesh M. Gaonkar, workmen, with effect from 19-11-1997 is legal and justified ?

(2) If not, to what relief the workmen are entitled ?"

2. On receipt of the reference IT/8/2000 was registered. Notices were issued to both parties. The Party I has filed claim statement at Exb. 3. The Party I has stated that the workmen, Smt. Subhadra P. Patil and Shri Ramesh Gaonkar were employed with Party II, which is a partnership firm engaged in the business of furniture. The workmen, Smt. Subhadra P. Patil and Shri Ramesh Gaonkar were employed with the Party II since 1980, and 1994 respectively. The Party I has stated that on 19-11-1997 the Party II refused employment to the said workmen without any justifiable reasons. The said workmen joined Goa Trade and Commercial Workers Union on 24-11-1997 and vide letter dated 25-11-1997 the union called upon the Party II to reinstate both these workmen. Copy of the said letter was also addressed to the Asstt. Labour Commissioner with a request to intervene in the matter. The conciliation proceedings which were held by the Asstt. Labour

Commissioner ended in failure, hence, the reference. The Party I has stated that the action of the Party II in refusing employment to the said two workmen are illegal and unjustified. The Party I has sought reinstatement of service of both these workmen with full back wages with continuity in service.

3. The Party II filed its written statement at Exb. 5. The Party II denied that the establishment is an industry within the meaning of 2(k) of the Act. The Party II has further stated that the union has no locus standi to represent the workers. The Party II has stated that these two workers were employed as casual labourer for workers and they had stopped reporting for work without any reasons. The Party II has stated that since these two workers had abandoned the work they are not entitled to any relief.

4. Following issues were framed:

- 1 Whether the Party I/Union proves that it has the authority and locus standi to represent the workmen in the reference and prosecute the matter ?
- 2 Whether the Party I/Union proves that the workmen, Smt. Subhadra Patil was employed with the Party II from the year 1980 and her salary was Rs. 900/- p.m. and the workman, Shri Ramesh Gaonkar was employed with the Party II from January, 1994 and his salary was Rs. 1200/- p.m. ?
- 3 Whether the Party I/Union proves that the Party II refused employment to the workmen, Smt. Subhadra Patil and Shri Ramesh Gaonkar w ef. 19-11-1997 ?
- 4 Whether the Party I/Union proves that the refusal of employment to the workmen is in contravention of the provisions of Sec. 25F of the I. D. Act, 1947 ?
- 5 Whether the Party I/Union proves that refusal of employment to the workmen by the Party II w ef. 19-11-1997 is illegal and unjustified ?
- 6 Whether the Party II proves that its establishment is not an industry within the meaning of Sec. 2(J) of the I. D. Act, 1947 ?
- 7 Whether the Party II proves that the reference is not maintainable because the dispute referred is not an industrial dispute ?
- 8 Whether the Party II proves that the reference is not maintainable for the reasons stated in para 1 (iii), (iv), (v) and (vi) of the written statement ?
- 9 Whether the Party I proves that the workmen, Smt. Subhadra Patil and Shri Ramesh Gaonkar abandoned their services w ef. 19-11-1997 ?
10. Whether the workmen are entitled to any relief ?
11. What Award ?

5 The matter was posted for evidence. However, both parties appeared before this Tribunal and stated that they have amicably settled the matter. The parties have placed on record the consent terms at Exb. 13 which are duly signed by them. The parties have stated that the terms are acceptable to them. I have perused the terms at Exb. 13 and in my opinion the terms are in the interest of the workmen. Hence, I pass the consent award as per the settlement terms at Exb. 13.

ORDER

- 1 It is agreed by and between the parties that the Party II, M/s. Dattaguru Furnitures shall pay to the workman, Smt. Subhadra P. Patil a sum of Rs. 7,800/- in full and final settlement of her claim against the Party II, M/s. Dattaguru Furnitures.
- 2 The above mentioned amount will be paid by the Party II to the workman, Smt. Subhadra P. Patil within two weeks from the date of these consent terms.
- 3 The parties agree that the dispute in respect of Shri Ramesh M. Gaonkar does not survive as he was in the employment of Party II.
- 4 The Party I agree that their dispute with the Party II is conclusively settled in view of these consent terms and they have no claim or demand of whatsoever nature against the Party II.

No order as to costs.

Inform the Government accordingly.

S/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. 4-1-2008-ID(Estt)/1097

Ex-post facto approval of the Government is hereby accorded for appointment of the following Advocates to defend the interest of the State Government before the High Court in (1) Writ Petition No. - 2008 (2) Writ Petition No. 217 of 2008. (1) K. Raheja Corporation Pvt. Ltd. v/s State of Goa (2) Peninsula Pharma Research Pvt. Ltd. v/s Union of India through Ministry of Commerce & Industries & another for payment of fees, travel expenses and accommodation amounting to Rs. 14,14,426/- (Rupees Fourteen lakhs fourteen thousand four hundred and twenty six only).

1. Adv. Ranjit Kumar.
2. Adv. Nitesh Rana.
3. Adv. Srinivas Khalap.

The above expenditure shall be debited to the Budget Head 2851-Village & Small Industries, 00- , 800-Other expenditure, 09- Setting up of Special Economic Zone at South Goa, 50- Other charges.

This issues with the concurrence of Finance Department vide their U. O. No. Fin (Exp.)/3094 dated 14-08-2008.

By order and in the name of the Governor of Goa.

Vassudev N. Shetye, Under Secretary (Estt.).

Porvorim, 28th August, 2008.

Department of Public Health

Order

No. 21/25/97-I/PHD

Sanction of the Government is hereby conveyed to Dr. Bandana Pandey, Senior Pathologist attached to Hospicio Hospital, Margao under Directorate of Health Services for grant of 2 years Extraordinary Leave w.e.f. 19-08-2008 to 18-08-2010 to seek employment at Chandigarh in terms of Government Notification No. 2/5/95-PER dated 02-01-2003.

Dr. Bandana Pandey, Sr. Pathologist is also permitted to leave the Headquarters to proceed to Chandigarh for employment during the above period of two years.

Certified that Dr. Bandana Pandey would have continued to officiate as Sr. Pathologist in Directorate of Health Services during the leave period but for her proceeding on leave.

By order and in the name of the Governor of Goa.

Jessie Freitas, Under Secretary (Health-II).

Porvorim, 28th August, 2008.

Department of Revenue

Notification

No. 23/37/2008-RD/3845

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of Bye-pass road at Chinchinim village and up-gradation of existing M.D.R. to Betul in Velim Constituency.

Now therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under Clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, S.I.P. Gogal, Margao-Goa to perform the functions of the Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

- 1) The Collector, South Goa District, Margao-Goa.
- 2) The Special Land Acquisition Officer, S.I.P. Gogal, Margao-Goa.
- 3) The Executive Engineer, W. D. VI (R-S), P.W.D., Fatorda, Margao-Goa.
- 4) The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, S.I.P. Gogal, Margao-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Saloete			Village: Chinchinim	
Survey No./ Sub-Div. No.	Names of the interested parties		Approximate area in sq. mts.	
1	2		3	
299	3 p	0: 1 Fabrica de Igreja de Chinchinim.	390	
299	12 p	0: 1 Chinchinim Comunidade.	75	
298	20 p	0: 1 Chinchinim Comunidade.	100	
279	5 p	0: 1 Aristo Tavar Dias.	475	

1	2	3	1	2	3
	2 Pasidorio Tovar Dias.			5 Avinash Cyrilo Maria Gomes Pereira.	
	3 Jose Possidorio Vincente Tovar Dias.			6 Sasesioio alias Casey Maria Gomes Pereira.	
	4 Jose Xavier Romeu Rodrigues.		44 4 p O:	1 Cyrilo Pereira.	60
	5 Janette Rodrigues.		44 5 p O:	1 Comunidade of Chinchinim.	60
279 14 p O:	1 Maira de Carmo Furtado.	125		T: 1 Inacio Francisco Pereira.	
277 3 p O:	1 Maria Benedita Cota.	1025	44 6 p O:	1 Comunidade of Chinchinim.	200
276 5 p O:	1 Herlia das Augustias Furtado.	15		T: 1 Valentina Clorildo Fernandes.	
	2 Delfino Floriano Christopher Dias.		44 7 p O:	1 Comunidade of Chinchinim.	100
	3 Felix Cardozo.			T: 1 Rosalina D'Cunha.	
	4 Roque X. A. Cardozo.		44 8 p O:	1 Comunidade of Chinchinim.	200
	5 Maria Lourdes De Sa F. Dias.			T: 1 Gracina Martins.	
276 5-AP O:	1 Mateus Gomes.	360		2 Caetano Rebello.	
	2 Zacarias Joana Gomes.		44 9 p O:	1 Rajendra de Loyala Furtado.	150
276 7 p O:	1 Rajendra De Loyala Furtado.	325		2 Minguel de Loyala Furtado.	
	2 Miguel De Loyala Furtado.			3 Guido de Loyala Furtado.	
	3 Guido de Loyala Furtado.		44 10 p O:	1 Maria Bernadita Costa.	110
	T: 1 Ermenegilda Veigas.		44 11 p O:	1 Comunidade of Chinchinim.	270
276 9 p O:	1 Napoleon D'Souza.	130	44 13 p O:	1 Comunidade of Chinchinim.	105
275 4 p O:	1 Caetano Rozario Cardozo.	140		T: 1 Elemisno Cunha.	
275 6 p O:	1 Mariano Arnaldo Fernandes.	120	44 14 p O:	1 Rajendra de Loyala Furtado.	300
275 12 p O:	1 Caetano Cardozo.	70		2 Minguel de Loyala Furtado.	
275 13 p O:	1 Peter Fernandes.	5		3 Guido de Loyala Furtado.	
	2 Jose Miligrina Cardozo.		46 2 p O:	1 Emenezilda Viegas.	475
	3 Caetano Cardozo.			2 Jose Xavier Roemen Rodrigues.	
	4 Antonio Silvano Alvares.		47 1 p O:	Gajanan Laximant Barsi.	145
	5 Maria Rosa Alvares.		47 11 p O:	1 Patrociana Cardozo.	600
274 3 p O:	1 Ricardo Ozorio Fernandes.	150	48 2 p O:	1 Comunidade of Chinchinim.	380
274 7 p O:	1 Patrocina Cardozo.	45		T: Rusada Alemão.	
36 1 p O:	1 Fabrica de Igreja de Chinchinim.	70	48 3 p O:	1 Comunidade of Chinchinim.	380
				T: Antonio Inacio Cardoz.	
36 2 p O:	1 Mick Loyala Furtado.	200	40 4 p O:	1 Venceslau Furtado.	20
	2 Rajendra Loyala Furtado.			2 Fausto Furtado.	
	3 Guido Loyala Furtado.			3 Zeferino Furtado.	
	4 Joao Inacio Fernandes.		40 8 p O:	1 Comunidade of Chinchinim.	50
	5 Jenoviva Aquina Fernandes.		45 1 p O:	1 Comunidade of Chinchinim.	275
	6 Tadeu Benedito Fernandes.			T: 1 Antonio J. Cardozo.	
	7 Walter D'Costa.			2 Luis Rebello.	
36 6 p O:	1 Alvaro Loyala Furtado.	25		3 Maria Rebello.	
36 8 p O:	1 Max Loyala Furtado.	15	45 2 p O:	1 Comunidade of Chinchinim.	70
36 9 p O:	1 Fabrica de Igreja de Chinchinim.	40		T: 1 Maria Dias.	
			45 3 p O:	1 Comunidade of Chinchinim.	225
				T: 1 Antonio J. Cardozo.	
36 11 p O:	1 Corina Cotta.	330	45 5 p O:	1 Comunidade of Chinchinim.	70
43 1 p O:	1 Corina Cotta.	280		T: 1 Luis Rebello.	
44 1 p O:	1 Comunidade of Chinchinim.	825	45 6 p O:	1 Comunidade of Chinchinim.	65
	T: 1 Dumiana S. Fernandes.			T: 1 Luis Rebello.	
44 2 p O:	1 Comunidade of Chinchinim.	200	45 7 p O:	1 Comunidade of Chinchinim.	160
	T: 1 Dattaram A. Kerkar.			T: 1 Antonio J. Cardozo.	
44 3 p O:	1 Comunidade of Chinchinim.	220	45 8 p O:	1 Comunidade of Chinchinim.	80
	T: 1 Benedita Almeida.			T: 1 Piedade Barreto.	
	2 Cirilo Estrelito Gomes Pereira.		45 9 p O:	1 Nifa Pereira.	80
	3 Eliza Maria Gomes Pereira.		45 10 p O:	1 Palatine Ana Virgina Pereira Lorena.	30
	4 Donald Cyril Maria Gomes Pereira.		45 11 p O:	1 Clementina Macklin Das Reis Antao e Pereira.	15

1	2	3
45	12 p O: 1 Comunidade of Chinchinim. T: 1 Peidade Barreto.	110
45	13 p O: 1 Nifa Pereira.	90
45	14 p O: 1 Comunidade of Chinchinim. T: 1 Piedade Barreto.	100
45	15 p O: 1 Comunidade of Chinchinim.	100
45	16 p O: 1 Comunidade of Chinchinim. T: 1 Antonio J. Cardozo.	55
45	17 p O: 1 Comunidade of Chinchinim. T: 1 Luis Rebello.	60
45	18 p O: 1 Nifa Pereira.	35
45	19 p O: 1 Palatine Ana Virgina Pereira Lorena.	60
45	20 p O: 1 Clementina Macklin Das Reis Antao e Pereira.	80
45	21 p O: 1 Palatine Ana Virgina Pereira Lorena.	65
45	22 p O: 1 Clementina Miaklin Das Reis Antao E Pereira.	70
50	1 p O: 1 Raul Loyala Furtado.	80
50	6 p O: 1 Raul Loyala Furtado. T: 1 Rosa Maria Estelita Fernandes.	40
50	10 p O: 1 Raul Loyala Furtado. T: 1 Martinho Fernandes.	145
50	11 p O: 1 Raul Loyala Furtado. T: 1 Joaquim Gracias.	240
50	12 p O: 1 Raul Loyala Furtado. T: 1 Rosa Maria Estelita Fernandes.	80
50	13 p O: 1 Raul Loyala Furtado. T: 1 Martinho Fernandes.	235
50	15 p O: 1 Raul Loyala Furtado. T: 1 Martinho Fernandes.	85
Boundaries :		
North	: S. No. 319, Road, 44/1 to 8, 11, 13, 45/6 to 14, 42/8, 9, 40/4, 48/1, 3, 50/1, 6, 10, 11, 133.	
South	: 87/10, 274/9, 44/2 to 8, 13, 45/8, 9, 10, 1 to 22, 48/2 & 3, 50/110, 11, 12, 13, 15.	
East	: 36/1, 2, 5, 6, 7, 8, 9, 11, 43/3, 44/2, 46/1, 2, 47/1, 2, 7, 8, 87/2, 50/1, 42/11.	
West	: S. No. 299/3, 10, 298/16, 17, 279/1, 277/1, 3, 276/5, 5-A, 6, 8, 9, 275/4, 6, 12, 274/3, 7, 44/2, 3, 5, 12.	
Total:		12160

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 26th August, 2008.

Notification

No. 22/56/2006-RD/3926

Whereas by Government Notification No. 22/56/2006-RD dated 15-02-2008 published on pages 1355 to 1356 of Series II No. 46 of the Extraordinary Official Gazette, dated 18-02-2008 and in two newspapers (1) "Navhind Times" dated 19-02-2008 (2) "Tarunbharat" dated 20-02-2008, it was notified under Section 6 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz., Land Acquisition for construction for development of Government Village School Playground at Aldona, Bardez-Goa.

Thereafter, Shri Yeshwant Ghadi, owner of land bearing Survey No. 51/30, resident of Aldona filed a Writ Petition No. 229/08 before the Hon. High Court of Bombay at Goa, Paraji (Petitioner) Versus the State of Goa through the Revenue Secretary and three others (Respondents) in the matter of Notice under Section 5-A and Section 6 dated 15-02-2008. And upon hearing, the Hon. High Court of Bombay at Goa passed Minutes of Order dated 25-06-2008 to withdraw the Notification u/s 6 dated 15-02-2008 wherein Notification u/s 4 dated 15-02-2007, would remain in force and operation and consider the objections of the Petitioner to the acquisition u/s 5-A report to be decided by the Land Acquisition Officer. After hearing the Petitioner, the Land Acquisition Officer, Mapusa found no substance in the objection filed by the Petitioner and therefore, the same has been overruled and duly recommended by the Land Acquisition Officer, Mapusa and the Collector (North) for issue of Notification u/s 6 of the Land Acquisition Act, 1894.

And whereas, the Government of Goa (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also appoints, under Clause (c) of Section 3 of the said Act, the Deputy Collector & SDO, Mapusa, to perform the functions of a Collector, North Goa District, Paraji-Goa, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said, the Deputy Collector & SDO, Mapusa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka : Bardez*Village* : Aldona

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
51 29	O: Comunidade Boa Esplanca Aldona. T: Maria Benedit Fernandes.	675
51 30	O: Yeshwant Ghadi. T: Yeshvant Ghadi.	5600
Boundaries:		
North : S. No. 51/28.		
South : Road.		
East : S. No. 51/31.		
West : Road.		
		Total: 6275

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd September, 2008.

Notification

No. 22/27/2008-RD/3983

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for widening of existing ODP road from Mithai Mandir, Tonca to Landscape building (Hollywood Homes), Adarsh Colony, Kerant, Caranzalem in Tiswadi Taluka.

Now therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published

in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under Clause (c) of Section 3 of the said Act, the Dy. Collector (IA), Collectorate of North Goa District, Panaji to perform the functions of Collector, North Goa District, Panaji, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

- 1) The Collector, North Goa District, Panaji-Goa.
- 2) The Dy. Collector (IA), Collectorate of North Goa District, Panaji-Goa.
- 3) The Member Secretary, North Goa Planning & Development Authority, Archdiocese Bldg., 1st Floor, Mala Link Road, Mala, Panaji-Goa.
- 4) The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (IA), Collectorate of North Goa District, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka : Tiswadi*City* : Panaji

Chalta No./ /P.T.S. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
5p/140	O: Francisco Jamario Guilherme Manenzes.	15
7/1p/140	O: Comunidade of Taleigao. T: Assis Pereira.	475
1p/139	O: Francisco Jamario Guilherme Manenzes.	15
2/1p/139	O: Comunidade of Taleigao. T: Kukulo Dimu Gavas.	350
7p/139	O: Jose Alvaro Nolasco Santimono Menenzes Monteiro.	150
Boundaries :		
North : Nala, Road.		
South : Road.		
East : 2/1 PTS/139.		
West : 1/140.		
		Total: 1005

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 9th September, 2008.

Notification

No. 22/31/2008-RD/4037

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for development of Government Village School Playground at Raia, Salcete, Goa.

Now therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under Clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Tourism Department, Patto, Paraji-Goa, to perform the functions of the Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

- 1) The Collector, South Goa District, Margao-Goa.
- 2) The Special Land Acquisition Officer, Tourism Department, Patto, Paraji.
- 3) The Directorate of Sports and Youth Affairs, Campal, Paraji-Goa.
- 4) The Director of Settlement and Land Records, Paraji-Goa.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, Tourism Department, Patto, Paraji-Goa, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete**Village:** Raia

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
25 1 part	O: Comunidade of Raia. T: Milagrina Gomes e Dias.	4002
25 2 part	O: Comunidade of Raia. T: Kashinath Yeshwant Naik.	3957
25 3 part	O: Comunidade of Raia. T: Isabel Cruz.	1785
Boundaries :		
North : S. No. 27/1.		
South : S. No. 25/3, Road.		
East : Road.		
West : S. No. 25/1, 2 & 3.		
		Total: 9,744

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 10th September, 2008.

Corrigendum

No. 23/18/2007-RD/3965

Read: Government Notification No. 23/18/2007-RD dated 27-05-2008 published on pages 219 to 220 Series II of the Official Gazette (Extraordinary No. 9) dated 29-05-2008 and in two local newspapers viz. "Tarun Bharat" dated 31-05-2008 and "Navhind Times" dated 29-05-2008 regarding Land Acquisition for Improvement of Curve and widening of culvert at Dutode in Marcaim V.P. in Marcaim Constituency.

The Notification referred to above was published under Section 4 instead of Section 6 of the L. A. Act, 1894. Hence the same shall be read in terms of Section 6 of the L. A. Act, 1894 as under:-

Notification

Whereas by Government Notification No. 23/18/2007-RD dated 07-09-2007 published on pages 781 to 782 of Series II No. 23 of the Official Gazette (Extraordinary No. 3) dated 10-09-2007 and in two newspapers (1) "Gomantak" dated 11-09-2007 and (2) "Navhind Times" dated 11-09-2007, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz., Land Acquisition for improvement of Curve and widening of culvert at Dutode in Marcaim V.P. in Marcaim Constituency.

And whereas, the Government of Goa (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under Clause (c) of Section 3 of the said Act, the Deputy Collector (IA) North Goa District, Panaji-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Deputy Collector (IA) North Goa District, Panaji-Goa till the award is made under Section 11.

The rest of the contents remain unchanged.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd September, 2008.

Department of Transport

Directorate of Transport

Notification

No. 5/32/87/Tpt/1897

In exercise of the powers conferred by Clause (iii) of the proviso to Rule 108 of the Central Motor Vehicles Rules, 1989, the Government of Goa hereby amends the Government Notification No. 5/32/87-Tpt dated 8-3-1994, 30-12-1999, 18-2-2000, 27-1-2003, 09-11-2005, 09-08-2006, 24-08-06, 17-11-2006 and 03-06-2008 as under:-

After clause (k) of Para 1 of the said Notification the following clause (l) shall be added namely "(l) Motor Vehicle (carrying) the Presiding Officer of the Industrial Tribunal & Labour Court

By order and in the name of the Governor of Goa.

P. Sreenivasa Reddy, Director of Transport & ex officio Joint Secretary (Tpt.).

Panaji, 8th September, 2008.

Department of Printing & Stationery

Government Printing Press

Notification

No. GPS/5-14/Revised-Rates/1363

In supersession of all earlier orders/notifications issued on this behalf the Government has revised the subscription rates of the Official Gazettes Series I, II & III w.e.f. 1st October, 2008 as below.

Subscription Rates

	All 3 Series	Series I	Series II	Series III
	Rs. P.	Rs. P.	Rs. P.	Rs. P.
For any quarter	500/-	250/-	200/-	100/-
(Postage)	60/-	15/-	15/-	15/-
For half year	1,000/-	500/-	400/-	150/-
(Postage)	60/-	30/-	30/-	30/-
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6 months upto one year...	2,000/-	1,000/-	800/-	300/-
(Postage)	110/-	60/-	60/-	60/-

The revised rates are not applicable to the subscriber, who has already paid the subscription for the whole year 2008-09. However, the revised subscription rates will be applicable to those who subscribes for the half year or quarter starting from 1st October, 2008.

By order and in the name of the Governor of Goa.

N. D. Agrawal, Director & ex officio Jt. Secretary (Printing & Stationery).

Panaji, 2nd September, 2008.

Public Notice

Public is hereby informed that the Official Gazettes - Series I, II & III are available on Website www.goagovt.nic.in/gazette.htm